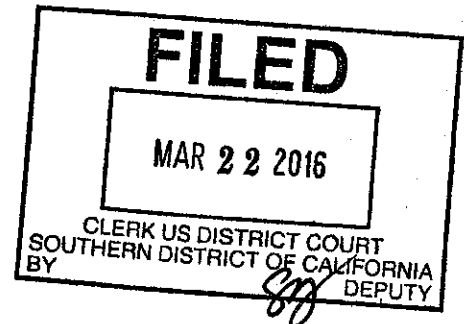


1 LAURA E. DUFFY
2 United States Attorney
3 JOSHUA C. MELLOR
4 Assistant United States Attorney
5 California State Bar No. 255870
6 Federal Office Building
7 880 Front Street, Room 6293
8 San Diego, California 92101-8893
9 Telephone: (619) 546-9733

6 Attorney for Plaintiff
United States of America



7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 CRAIG KOLK (8);

13 Defendant.

Criminal Case No. 15CR2932-H

DEFENDANT'S STIPULATION
REGARDING THE DISCLOSURE
AND USE OF WIRETAP
LINE SHEETS AND WIRETAP
TRANSCRIPTS

15
16 It is the position of the United States that line sheets and draft wiretap transcripts
17 are not final reports or documents and are not discoverable items under Rule 16 of the
18 Federal Rules of Criminal Procedure or the Jencks Act. However, the United States is
19 willing under the conditions set out in this stipulation to provide these materials to the
20 defense in order to aid the defendant in reviewing wiretap evidence obtained during this
21 investigation. In exchange for the United States' agreement to produce the wiretap line
22 sheets and draft wiretap transcripts in discovery, the defendant hereby stipulates and
23 agree:

24 (1) that the "line sheets" and "draft transcripts" will only be used to assist
25 counsel in preparing for trial and related proceedings and will not be used for any other
26 purpose;
27
28

1 (2) that, among these limitations, the "line sheets" and "draft transcripts" will
2 not be used:

3 (a) in connection with any motion challenging the wiretaps;

4 (b) to examine or cross examine any witness;

5 (c) to impeach the credibility of any witness;

6 (d) to refresh the recollection of any witness; and/or

7 (e) as trial exhibits;

8 (3) that the "line sheets" and "draft transcripts," and/or their contents, cannot be
9 copied, distributed, or otherwise communicated to anyone who has not signed this
10 stipulation other than those who work directly under the supervision of counsel, who
11 have signed the stipulation;

12 (4) that the "line sheets" and "draft transcripts," are the property of the United
13 States Attorney and must be returned to the United States upon demand, completion of
14 the case, or upon the termination of counsel's representation in connection with the
15 above-captioned case.

16
17 SO STIPULATED AND AGREED.

18
19 DATE: 3/8/16


JOSHUA C. MELLOR
Assistant United States Attorney

20
21 DATE: December 21, 2015


PETER TILL,
Attorney for Defendant for Craig KOLK

22
23
24
25
26
27 15CR2932-H

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15 above-captioned case.

16
17 SO STIPULATED AND AGREED.

18
19 DATE:

3/8/16


JOSHUA C. MELLOR

Assistant United States Attorney

20
21 DATE:

1/19/16


RANDY M. GROSSMAN

Attorney for Defendant for Craig KOLK

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15CR2932-H